

## **Amendment 100**

### **To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System**

This Amendment 100 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 19<sup>th</sup> day of NOVEMBER, 2010, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### **Recitals**

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate ERG for performing preliminary analysis to modify the system so that when a Youth Card is issued, the customer's birth date is stored electronically with the individual's other stored data. This will enable the replacement of a Youth Card with all pertinent data and product transfer. This work is performed per RFCS-RFI 608 *Youth Card Replacement*.
- C. The parties agree that the work necessary for the preliminary analysis of the proposed change to where the Youth Card birth date is stored for the purpose of allowing card replacement will be performed and compensated as described below.

## **Section 1.0 Description of Work**

- 1.1 The Contractor will perform preliminary analysis to elaborate on the requirements, determine the impact to the system and define the scope of work related to storing the Youth Card customer's birth date with the individual's other stored data, enabling the replacement of a youth card with all pertinent data and product transfer. This analysis addresses Youth Cards issued to individuals and via a Business Account.
- 1.2 The Contractor will work with the Agencies to further elaborate the requirements, through meetings and/or conference calls, and determine the full scope of work.
- 1.3 The Contractor's impact analysis will include, but not be limited to the following:
  - (a) Financial impacts
  - (b) Security considerations
  - (c) Card present and Card not present scenarios (i.e. the data that is on the Card and how it's used, versus the data at the back end, and in which scenarios the Date of Birth (DOB) is used)
  - (d) Business Account and standard cards – consideration for issuance, usage and replacement
  - (e) Presentation of a number of business/cardholder scenarios to the Agencies to refine the requirements and business rules.
- 1.4 The Contractor will provide the following deliverables:
  - (a) Statement of requirements and scope of work
  - (b) Written solution proposal, along with a detailed estimate for the solution, and an initial schedule impact
  - (c) List of configurable items that will need to be modified or added for the proposed change

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

## **Section 2.0 Compensation Changes**

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

## **VI. IMPLEMENTATION**

### **SPECIAL PROGRAMS**

<b>LUMP SUM COST</b>
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To perform preliminary analysis to modify the system to store the Youth Card birth date electronically with the individual's other stored data.	
<b>TOTAL</b>	<b>\$3495</b>

### Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

**ERG Transit Systems (USA) Inc.**

**The Agencies**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: Chondace Carlson  
Their: ORCA Operations Manager  
On behalf of the Agencies  
Date: November 19, 2010

**Signed by ERG Transit Systems (USA) Inc by its attorney Elaine Aulgur pursuant to Power of Attorney dated 18 June 2010:**

  
Elaine Aulgur

11/18/10  
Date

**In the presence of:**

  
Witness Signature

11/18/10  
Date

Witness name: PATRICK HAZARD